

#10

Attorney Docket No. 1915/13921US03

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

Applicants:

Kevin C. Carter (Deceased) &
Diane Carter (Legal Rep.), Michael Esch,
Paul LaRochelle & Gina Scurti

Serial No.: 09/924,110

Filed: August 07, 2001

For: "MATERIALS AND METHODS FOR
IMPROVED BONE TENDON BONE
TRANSPLANTATION"

CERTIFICATE OF MAILING

I hereby certify that this paper and all documents referred to herein are being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Assistant Commissioner for Patents, BOX DAC, Washington, D.C. 20231 on:

December 18, 2002

Donald J. Pochopien
Registration No. 32,176
Attorney for Applicants

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(a)

Assistant Commissioner for Patents
BOX DAC
Washington, DC 20231

RECEIVED

DEC 26 2002

OFFICE OF PETITIONS

Sir:

In response to the Decision Refusing Status under 37 CFR § 1.47(a), dated June 26, 2002, for which the Petitioners have been given two months to cure the deficiencies referenced therein, the Petitioners respond as follows. In the Decision Refusing Status, the Patent Office stated that the Petitioners failed to comply with the first two of the four requirements necessary for a grantable petition under Rule 1.47(a). According to the Patent Office, the following two items were missing from the Petitioners' petition under 37 C.F.R. § 1.47(a) as filed on March 29, 2002:

- (1) proof that the non-signing inventor cannot be reached or refuses to sign the oath or declaration after having been presented

with the application papers (specification, claims and drawings);
and (2) an acceptable oath under 35 U.S.C §§ 115 and 116.

[Decision Refusing Status under 37 C.F.R. § 1.47(a) at page 1,
¶2.]

In regard to the first item, the Petitioners attach hereto as Exhibit A, a copy of the Petitioners' letter dated August 20, 2002 to Larry Ciesla, attorney for Diane Carter, the Administrator of the estate of the deceased coinventor, Kevin C. Carter (hereinafter Petitioner's letter). The letter was sent by facsimile (without enclosures) and by next day Federal Express (with all enclosures). As the Petitioner's letter reflects, Diane Carter was provided with a copy of the specification of the above-identified patent application for her review and the corresponding declaration and assignment. [Exhibit A: Petitioner's letter at page 1, ¶2.] In the Petitioner's letter, Diane Carter was also advise that time was of the essence and that we would like her response by "**August 26, 2002**"--the last date that a response could be timely filed. [Exhibit A: Petitioner's letter at page 2.] Thus, Diane Carter, Administrator of the estate of her deceased husband Kevin C. Carter, was provided with all the necessary papers with which to enable her to consider the specification for the above identified application and to decide whether to sign the declaration of inventorship as Kevin Carter's legal representative. Moreover, based upon information and belief, Diane Carter is the sole administrator of her late husband, Kevin C. Carter's, estate. ["DECLARATION OF ATTORNEY DONALD J. POCHOPIEN SUPPORTING REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(a)" (hereinafter "the Pochopien Declaration") at ¶ 4.] Thus, no one else could act in place of Diane Carter in this matter.

Diane Carter, legal representative of the estate of Kevin C. Carter, decided not to review the specification of the above identified application or sign the Declaration (or assignment) for reasons totally unrelated to inventorship. Specifically, on August 22, 2002, the undersigned attorney received a facsimile letter [Exhibit B] dated August 21, 2001 from Larry Ciesla, the attorney for Diane Carter, responsive to the Petitioner's letter of 08/20/02. [Pochopien Declaration at ¶ 9.] On behalf of his client, Diane Carter, Attorney Ciesla advised in his letter that "she is unwilling to sign the [declarations for the]

patent applications at this time” in her official capacity as Administrator of the estate of Kevin C. Carter. [Exhibit B: Ciesla letter of 08/21/02.] As noted in ¶ 6 of the Pochopien Declaration, Diane Carter’s alleged reason for not signing was “financial” rather than whether the inventorship was correct for the disclosed invention:

. . . she is **unwilling** to sign the [declarations for the] patent applications **at this time**. She further wishes to advise that she would be **open to negotiations** with Regeneration Technologies regarding the number of **shares of stock** of Regeneration Technologies to which the **estate is to receive** as a result of Mr. Carter’s death.

[Exhibit B: Ciesla letter of 08/21/02; emphasis added in bold.]

To place the above-quoted statement in context, reference is made to the Pochopien Declaration at ¶ 6 wherein according to Attorney Ciesla, Diane Carter’s **unwillingness** to cooperate with RTI, such as to review documents or sign the Declaration, is due to Diane Carter’s wish to obtain from RTI 100% vesting in her husband’s stock options, instead of the 50% vesting that existed at the time of his death:

Larry Ciesla told me that Diane Carter would not sign because she was dissatisfied to discover that at the time of his death, Kevin C. Carter was only 50% vested in his stock options at RTI. He also advised me that Diane Carter is the beneficiary of Kevin C. Carter’s 50% vested interest in certain options of RTI stock. According to attorney Ciesla, Diane Carter requested from RTI that she be given a 100% vested interest in all of the RTI stock options which were granted to Kevin C. Carter, because she is a widow and needs the money, but that RTI refused. According to Attorney Larry Ciesla, because RTI would not grant Diane Carter 100% vesting in her deceased husband’s stock options, “she was not going to do anything for RTI,” such as read the patent specifications and if appropriate, sign the corresponding declarations.

[Pochopien Declaration at ¶ 6.]

Thus, Diane Carter, legal representative of the estate of Kevin C. Carter, refused to review the specification of the above identified application and sign the Declaration (or assignment) because she did not receive **financial compensation**, and not because of reasons related to inventorship.

Any rights that Kevin C. Carter had in the above-identified patent application were under an obligation to be assigned to RTI as a basis for Kevin C. Carter's continued employment and that Kevin C. Carter had a continuing obligation "**at the request of the Corporation**" to **execute documents** and to "**cooperate with the Corporation in connection with any patent applications**":

Employee agrees that **all Employee Developments** that may be developed or produced by Employee during Employee's employment by the Corporation [*i.e.*, RTI] **are and will be the property of the Corporation**, and that Employee further agrees that he will, at the **request** of the Corporation, **execute such documents** as the Corporation may reasonably request from time to time, to assign and transfer the right, title and interest in Employee Developments to the Corporation and **he will cooperate with the Corporation in connection with any patent applications**.

[Exhibit C: Employment Agreement at page 8; emphasis added in bold.]

Thus, Kevin Carter had acknowledged that as a condition of his employment that he had an obligation to execute the appropriate documents for patent applications without additional compensation. Accordingly, Diane Carter, as legal representative of the estate of Kevin Carter, was not entitled to any financial compensation for executing the Declarations on behalf of her deceased husband. [See the Pochopien Declaration at ¶12.]

The second item allegedly lacking in the Petitioners' prior Petition Under 37 C.F.R. § 1.47(a) is an acceptable oath or declaration in compliance with 35 U.S.C. §§ 115 and 116. According to the Patent Office, "when an application is filed on behalf of a legal representative, the oath or declaration for the patent application must be signed by the available joint inventors on behalf of the legal representative." In the present case, the

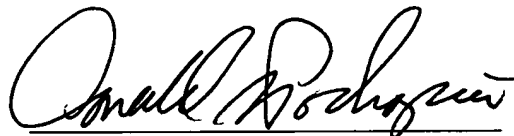
Petitioners cofile herewith a substitute Declaration executed by each available coinventor (Michael Esch, Paul LaRochelle & Gina Scurti) on behalf of himself or herself and on behalf of the legal representative.

Thus, the Petitioners have satisfied all of the requirements for their petition under 37 C.F.R. § 1.47. It is respectfully requested that the petition be granted and that the substitute declaration be accepted.

Respectfully submitted,

McANDREWS, HELD & MALLOY, LTD.

By:



Donald J. Pochopien, Ph.D.

Registration No. 32,167

Attorney for Applicant

500 West Madison Street

Suite 3400

Chicago, Illinois 60661

(312) 775-8133

Dated: December 18, 2002

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LAW OFFICES

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August 20, 2002

VIA FACSIMILE AND FEDERAL EXPRESS

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GENE W. LEE
MICHAEL T. CRUZ

OF COUNSEL
S. JACK SAUER

Larry Ciesla, Esq.
204 West University Avenue
Suite #4
Gainesville, Florida 32601

Re: Signature by Diane Carter,
Administrator Of Kevin C. Carter's Estate
1) U.S. Patent Application No. 09/924,110
2) U.S. Patent Application No. 10/013,328
Our Reference No.: 1915/13921US03 and 13921US04

Dear Mr. Ciesla:

I am counsel for Regeneration Technologies, Inc. ("RTI") the former employer of Kevin C. Carter, now deceased. Kevin C. Carter was a co-inventor on the above-identified patent applications. We have been informed that Kevin C. Carter's wife, Diane Carter, is the Administrator of his estate. I am following up RTI's letter to Diane Carter of January 17, 2002, and to yourself, as counsel for Diane Carter, of February 11, 2002. In those letters, RTI requested that Diane Carter sign the Assignment and Declaration on behalf of Kevin C. Carter, as Administrator of his estate. By virtue of his Employment Agreement, Kevin Carter was under an obligation to assign his rights to the inventions to RTI. Once the patents issue, Kevin's contribution to humanity will be forever documented in the archives of the U.S. Government.

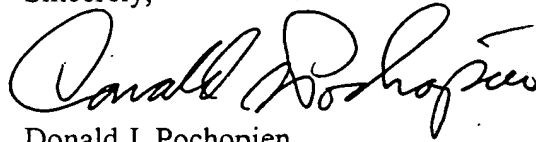
It is our understanding that Diane Carter refuses to sign the documents. We advised the U.S. Patent Office of our efforts, and they denied our petition to proceed without Diane Carter's signature. Therefore, we request that you again ask Diane Carter if she will please sign the enclosed Declaration and Assignment relating to the above identified applications (copies of which are also enclosed for her review). Since time is of the essence, could you

McANDREWS, HELD & MALLOY, LTD.

Larry Ciesla, Esq.
August 20, 2002
Page 2

please return the executed documents to us in the enclosed prepaid Federal Express envelope, or advise us of Diane Carter's adverse decision as soon as possible. We need to file our responses with the U.S. Patent Office by August 26, 2002.

Sincerely,

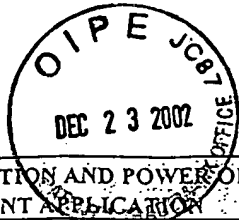
A handwritten signature in black ink, appearing to read "Donald J. Pochopien". The signature is fluid and cursive, with the first name "Donald" being the most prominent part.

Donald J. Pochopien

:gl

Enclosures

cc: Dennis Tomisaka
Timothy J. Malloy, Esq.
David D. Headrick, Esq.



PATENT APPLICATION

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION

ATTORNEY DOCKET NO. RTI-118IB

As a below named inventor, I hereby declare that:

My residence/post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Materials and Methods for Improved Bone Tendon Bone Transplantation

the specification of which is attached hereto unless the following box is checked:

() was filed on _____ as US Application Serial No. or PCT International Application
Number _____ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understood the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose all information which is material to patentability as defined in 37 CFR 1.56.

Foreign Application(s) and/or Claim of Foreign Priority

I hereby claim foreign priority benefits under Title 35, United States Code Section 119 of any foreign application(s) for patent or inventor(s) certificate listed below and have also identified below any foreign application for patent or inventor(s) certificate having a filing date before that of the application on which priority is claimed:

COUNTRY	APPLICATION NUMBER	DATE FILED	PRIORITY CLAIMED UNDER 35 U.S.C. 119
			YES: ____ NO: ____
			YES: ____ NO: ____

Provisional Application

I hereby claim the benefit under Title 35, United States Code Section 119(e) of any United States provisional application(s) listed below:

APPLICATION SERIAL NUMBER	FILING DATE

U.S. Priority Claim

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

APPLICATION SERIAL NUMBER	FILING DATE	STATUS(patented/pending/abandoned)
09/528,034	3/17/2000	Pending
09/481,319	1/11/2001	Pending

POWER OF ATTORNEY:

As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) listed below to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Timothy H. Van Dyke, Reg. No. 43218

Send Correspondence to:	Direct Telephone Calls To:
Timothy H. Van Dyke Bencen & Van Dyke, P.A. 1630 Hillcrest Street Orlando, Florida 32803	Timothy H. Van Dyke 407-228-0328

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Kevin C. Carter (deceased)Citizenship: USAResidence: 1 Innovation Drive, Alachua, Florida 32615Post Office Address: Same

Inventor's Signature

Date

Diane Carter - Administrator of Mr. Kevin C. Carter's estate

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION (continued)

ATTORNEY DOCKET NO. RTT-1181B

Full Name of Inventor: Michael Esch

Citizenship: USA

Residence: 1 Innovation Drive, Alachua, Florida 32615

Post Office Address: Same

Inventor's Signature

Date

Full Name of Inventor: Paul LaRochelle

Citizenship: USA

Residence: 616 Hawksbill Island Drive, Satellite Beach, FL 32937 USA

Post Office Address: Same

Inventor's Signature

Date

10/5/01

Full Name of Inventor: Gina Scurti

Citizenship: USA

Residence: 1 Innovation Drive, Alachua, FL 32615 USA

Post Office Address: Same

Inventor's Signature

Date

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature

Date

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature

Date

Full Name of Inventor: _____

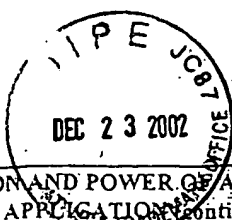
Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature

Date



DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION (continued)

ATTORNEY DOCKET NO. RTI-1181B

Full Name of Inventor: Michael Esch

Citizenship: USA

Residence: 1 Innovation Drive, Alachua, Florida 32615

Post Office Address: Same

Inventor's Signature Michael Esch

Date 9/28/01

Full Name of Inventor: Paul LaRochelle

Citizenship: USA

Residence: 616 Hawksbill Island Drive, Satellite Beach, FL 32937 USA

Post Office Address: Same

Inventor's Signature _____

Date _____

Full Name of Inventor: Gina Scurti

Citizenship: USA

Residence: 1 Innovation Drive, Alachua, FL 32615 USA

Post Office Address: Same

Inventor's Signature Gina M. Scurti

Date 9-26-01

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature _____

Date _____

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature _____

Date _____

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature _____

Date _____

ASSIGNMENT OF PATENT APPLICATION

FOR GOOD AND VALUABLE CONSIDERATION,

We, the undersigned (each) have agreed and hereby agree to assign for good and valuable consideration, receipt of which is hereby expressly acknowledged, and do hereby sell, assign and transfer unto

Regeneration Technologies, Inc.

a corporation organized under the laws of the state of Florida as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to

Materials and Methods for Improved Bone Tendon Bone Transplantation

described in an application for Letters Patent of the United States, identified as Attorney Docket No. RTI-1181B, at Van Dyke & Associates, P.A., 1630 Hillcrest Street, Orlando, Florida 32803 and filed on 8/7/2001, as Application Serial No. 09/924,110, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent. We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We hereby authorize Timothy H. Van Dyke, attorney for Assignee, to insert the filing date and serial number into the first paragraph of this assignment, after the application for Letters Patent has been filed, and the U.S. Patent Office has assigned such application a serial number.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, we have hereunto signed our names on the day and year set forth below.

Inventor's Signature

DATE

Kevin C. Carter (deceased)

Inventor's Printed Name

Diane Carter - Administrator of Mr. Kevin C. Carter's estate
STATE OF _____)

) SS

COUNTY OF _____)

Diane Carter

On this _____ day of _____, _____, before me personally came the above named Kevin C. Carter who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC

My Commission Expires: _____

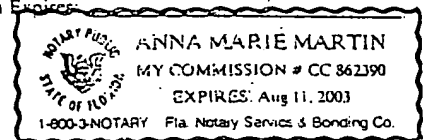
Michael Esch
Inventor's Signature
Michael Esch
Inventor's Printed Name

9/28/01
DATE

STATE OF Florida)
COUNTY OF Alachua) SS

On this 28 day of Sept., 2001, before me personally came the above named Michael Esch who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

Anna Marie Martin
NOTARY PUBLIC
My Commission Expires: _____



Inventor's Signature
Paul LaRochelle
Inventor's Printed Name

DATE

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, _____, before me personally came the above named Paul LaRochelle who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC
My Commission Expires: _____

Gina M. Scurti
Inventor's Signature

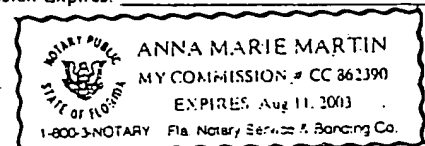
9-26-01
DATE

Gina Scurti
Inventor's Printed Name

STATE OF Florida)
COUNTY OF Alachua) SS

On this 26 day of Sept., 2001, before me personally came the above named Gina Scurti who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

Anna Marie Martin
NOTARY PUBLIC
My Commission Expires: _____



Inventor's Signature

DATE

Michael Esch

Inventor's Printed Name

STATE OF

)

) SS

COUNTY OF

)

On this _____ day of _____, _____, before me personally came the above named Michael Esch who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC

My Commission Expires: _____

[Signature]

Inventor's Signature

DATE

10/5/01

Paul LaRochelle

Inventor's Printed Name

STATE OF

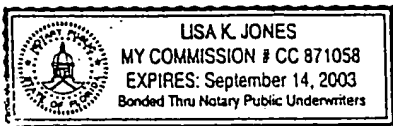
)

) SS

COUNTY OF

)

On this 3th day of October, 2001, before me personally came the above named Paul LaRochelle who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.



Lisa K. Jones

NOTARY PUBLIC

My Commission Expires: 9-14-2003

Inventor's Signature

DATE

Gina Scurti

Inventor's Printed Name

STATE OF

)

) SS

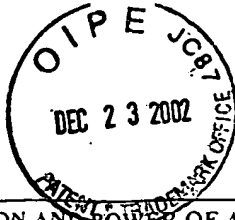
COUNTY OF

)

On this _____ day of _____, _____, before me personally came the above named Gina Scurti who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC

My Commission Expires: _____



PATENT APPLICATION

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION

ATTORNEY DOCKET NO. RTI-1181C

As a below named inventor, I hereby declare that:

My residence/post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Materials and Methods for Improved Bone Tendon Bone Transplantation

the specification of which is attached hereto unless the following box is checked:

() was filed on _____ as US Application Serial No. or PCT International Application
Number _____ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understood the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose all information which is material to patentability as defined in 37 CFR 1.56.

Foreign Application(s) and/or Claim of Foreign Priority

I hereby claim foreign priority benefits under Title 35, United States Code Section 119 of any foreign application(s) for patent or inventor(s) certificate listed below and have also identified below any foreign application for patent or inventor(s) certificate having a filing date before that of the application on which priority is claimed:

COUNTRY	APPLICATION NUMBER	DATE FILED	PRIORITY CLAIMED UNDER 35 U.S.C. 119
			YES: ___ NO: ___
			YES: ___ NO: ___

Provisional Application

I hereby claim the benefit under Title 35, United States Code Section 119(e) of any United States provisional application(s) listed below:

APPLICATION SERIAL NUMBER	FILING DATE

U.S. Priority Claim

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

APPLICATION SERIAL NUMBER	FILING DATE	STATUS(patented/pending/abandoned)
09/924,110	8/7/2001	Pending
09/528,034	3/17/2000	Pending
09/481,319	1/11/2000	Pending

POWER OF ATTORNEY:

As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) listed below to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Timothy H. Van Dyke, Reg. No. 43218

Send Correspondence to:

Timothy H. Van Dyke
Van Dyke & Associates, P.A.
1630 Hillcrest Street
Orlando, Florida 32803

Direct Telephone Calls To:

Timothy H. Van Dyke
407-228-0328

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Richard FergusonCitizenship: USAResidence: Alachua, FloridaPost Office Address: 1 Innovation Drive, Alachua, FL 32615 USA

Inventor's Signature

Date

11-26-01

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION (continued)

ATTORNEY DOCKET NO. RTI-1181C

Full Name of Inventor: Kevin C. Carter (deceased)

Citizenship: USA

Residence: Alachua, Florida

Post Office Address: 1 Innovation Drive, Alachua, FL 32615 USA

Inventor's Signature

Date

Diane Carter - Administrator of Mr. Kevin C. Carter's estate

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

ASSIGNMENT OF PATENT APPLICATION

FOR GOOD AND VALUABLE CONSIDERATION,

We, the undersigned (each) have agreed and hereby agree to assign for good and valuable consideration, receipt of which is hereby expressly acknowledged, and do hereby sell, assign and transfer unto

Regeneration Technologies, Inc.

a corporation organized under the laws of the state of Florida as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to

Materials and Methods for Improved Bone Tendon Bone Transplantation

described in an application for Letters Patent of the United States, identified as Attorney Docket No. RTI-1181C, at Van Dyke & Associates, P.A., 1630 Hillcrest Street, Orlando, Florida 32803 and filed on 11/5/01, as Application Serial No. 10/013,328, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent. We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We hereby authorize Timothy H. Van Dyke, attorney for Assignee, to insert the filing date and serial number into the first paragraph of this assignment, after the application for Letters Patent has been filed, and the U.S. Patent Office has assigned such application a serial number.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, we have hereunto signed our names on the day and year set forth below.

Richard Ferguson
Inventor's Signature

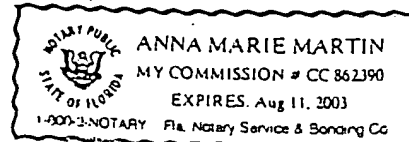
11-26-01
DATE

Richard Ferguson
Inventor's Printed Name

STATE OF Florida)
COUNTY OF Alachua) SS

On this 26 day of Nov, 2001, before me personally came the above named Richard Ferguson who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

Anna Marie Martin
NOTARY PUBLIC
My Commission Expires: _____



ASSIGNMENT OF PATENT APPLICATION

Inventor's Signature

DATE

Kevin C. Carter (deceased)

Inventor's Printed Name

Diane Carter - Administrator of Mr. Kevin C. Carter's estate

STATE OF

)

) SS

COUNTY OF

)

Diane Carter

On this _____ day of _____, _____, before me personally came the above named Kevin C. Carter who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC

My Commission Expires: _____

Law Office of
LARRY E. CIESLA

Elder Law
Estate Planning
Real Estate
Commercial Law
Probate & Guardianship
Disability & Public Benefits

204 W. University Ave., Suite 4
P.O. Box 1161
Gainesville, FL 32602
(352) 378-5603
FAX (352) 375-6249
Email: LCiesla@aol.com

August 21, 2002

VIA FACSIMILE TRANSMISSION (312) 775-8100

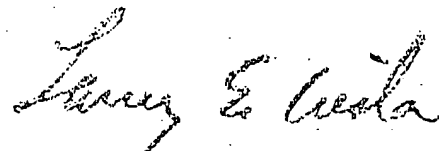
Donald J. Pochopien, Esquire
McAndrews, Held & Malloy, Ltd.
500 West Madison Street
Chicago, Illinois 60661

Re: Diane Carter/Estate of Kevin C. Carter, Deceased
Your File No.: 1915/13921US03 and 13921US04

Dear Mr. Pochopien:

Receipt of your letter to me dated August 20, 2002 is acknowledged. I have discussed the matter with Diane Carter and she advises that she is unwilling to sign the patent applications at this point. She further wishes to advise that she would be open to negotiations with Regeneration Technologies regarding the number of shares of stock of Regeneration Technologies to which the estate is to receive as a result of Mr. Carter's death.

Very truly yours,



LARRY E. CIESLA

LEC:mp

cc: Diane Carter

clients.carter.kev.pochopien.ltr

EMPLOYMENT AGREEMENT

COPY

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 13 day of February, 1998, by and between REGENERATION TECHNOLOGIES, INC., a Florida corporation (the "Corporation") and KEVIN C. CARTER ("Employee").

WHEREAS, the Corporation is engaged in the business of manufacturing products from bone tissue in Alachua, Florida; and

WHEREAS, the Corporation desires to employ Employee and Employee desires to accept such employment during the term of this Agreement and upon the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual promises and the benefits accruing to the parties hereto, the parties agree as follows:

1. Employment. The Corporation hereby agrees to employ Employee, and Employee hereby agrees to accept such employment, to render services on behalf of the Corporation as Project Engineer. The duties of Employee shall be those established by the Corporation's Board of Directors, or its officers, from time to time.
2. Devotion to Employment. During the term of this Agreement, Employee shall devote his full time on behalf of the Corporation, and Employee shall not engage in any other gainful employment without the written consent of the Corporation. Provided, however, that nothing contained herein shall prohibit Employee from investing or trading in stocks, bonds, commodities or other forms of investment, including real property.

3. Term of Agreement. This Agreement shall be effective as of the date first written above, and it shall continue in full force and effect for a period of five (5) years unless sooner terminated as hereinafter provided.

4. Compensation.

(a) Annual Salary. The Corporation shall pay to Employee as compensation for his services a salary of Forty-Three Thousand Six Hundred Eighty Dollars (\$43,680.00) per year, payable in equal monthly installments. Employee's salary shall be reviewed annually by the Corporation's Board of Directors, at which time Employee's salary may be adjusted as mutually agreed upon by Employee and the Corporation's Board of Directors.

(b) Performance Bonus. To provide greater incentive for Employee by rewarding him with additional compensation, a cash bonus may be paid to Employee at any time during the year, or after the close of the year, based upon the performance of the Corporation and the performance of Employee during such year; provided, however, that the payment of any such bonus and the amount thereof shall be within the sole discretion of the Corporation's Board of Directors. In making such determination, the Directors will consider the following:

- (i) The net profits of the Corporation for the year;
- (ii) The base salary of Employee;
- (iii) Employee's overall performance as an employee of the Corporation;
- (iv) A comparison of Employee's performance with the performance of the other employees of the Corporation; and

(v) Such other matters as may be considered appropriate by the Directors.

(c) Stock of the Corporation. The Corporation shall issue to Employee Ten Thousand (10,000) shares of common stock of the Corporation (the "Shares"). The Shares shall be issued as described herein only upon Employee's execution of a Stock Restriction Agreement for Regeneration Technologies, Inc. (the "Stock Restriction Agreement"), which, inter alia, restricts the transfer of the Shares and contains certain buy-back provisions regarding the Shares upon the termination of Employee's employment with the Corporation.

(d) Withholding, FICA, FUTA. Employee's compensation hereunder shall be subject to, and reduced by, applicable federal income tax withholding and FICA tax, and any other taxes imposed by law.

5. Fringe Benefits. During the term of this Agreement, Employee shall be entitled to all fringe benefits offered generally to the Corporation's full-time managerial employees as established or modified from time to time by the Corporation, subject always to the rules in effect regarding participation in such plans. Employee shall not be entitled to any other fringe benefits as a result of his employment with the Corporation.

6. Business Expenses. Except as otherwise provided herein, the Corporation shall pay, either directly or by reimbursement to Employee, such reasonable and necessary business expenses incurred by Employee in the course of his employment by the Corporation as are consistent with the Corporation's policies in existence from time to time, subject to such dollar limitations and verification and record keeping requirements as may be established from time to time by the Corporation.

7. Vacation and Sick Leave. Employee shall be entitled to three (3) weeks paid vacation time each calendar year, prorated in accordance with Corporation policy. All vacations shall be taken by Employee at such time or times as may be approved by the Corporation. There will be no carryover, except as may be allowed by Corporation policy, of unused vacation time from one year to another. Compensation for unused vacation time, if any, shall be in accordance with Corporation policy.

8. Time Off. Employee shall be entitled to such time off with pay for attendance at seminars, courses, meetings and conventions as is authorized by the Corporation from time to time. The specific seminars, courses, meetings and conventions to be attended by Employee shall be subject to the Corporation's prior approval.

9. Termination of Employment.

(a) Voluntary Termination. Employee or the Corporation may voluntarily terminate Employee's employment with the Corporation (and, except as otherwise specifically provided hereunder, this Agreement) at any time, by delivering to the other party written notice of such intention not less than thirty (30) days prior to the effective date of termination. Notwithstanding the foregoing, if notice of termination is given by Employee to the Corporation, then the Corporation shall have the option of advancing the effective date of such termination to any date after receipt of such notice from Employee, which option shall be exercised by the Corporation within three (3) business days of receipt of such notice.

(b) Termination for Cause. The Corporation may immediately terminate Employee's employment with the Corporation (and, except as otherwise specifically provided hereunder, this Agreement) for "cause" by giving written notice (without regard to the

thirty (30) day period provided above) of such termination to Employee specifying the grounds therefor. A termination for "cause" shall only be for any one or more of the following reasons:

- (i) Willfully or negligently damaging the Corporation's property, business, reputation or goodwill.
- (ii) Willfully injuring any employee of the Corporation.
- (iii) Willfully injuring any person in the course of the performance of services for the Corporation.
- (iv) Lawfully charged with commission of a felony.
- (v) Stealing, dishonesty, fraud or embezzlement.
- (vi) Deliberate and continuous neglect of duty.
- (vii) Continuous failure to properly perform Employee's duties.
- (viii) Use of alcohol or narcotics to the extent it prevents, in the sole judgment of the Corporation's Board of Directors, Employee from effectively performing the duties set forth in Paragraph 1 above.
- (ix) Violating the covenants set forth in Paragraphs 10 or 11 of this Agreement.

The decision to terminate Employee's employment for "cause" shall be made by the Corporation's Board of Directors in its sole discretion.

(c) Termination Upon Death, Incompetency or Disability.

Notwithstanding Subparagraph 9(a) above, the Corporation shall have the right to terminate Employee's employment with the Corporation (and, except as otherwise specifically provided hereunder, this Agreement) immediately and without prior written notice to Employee in the

event that Employee dies, or is adjudicated incompetent, or is "permanently disabled", as hereinafter defined. As used herein, the term "permanently disabled" shall mean that Employee is unable to adequately perform his regular duties hereunder as a result of sickness or accident and such condition appears to be permanent. The determination of "permanent disability" shall be made by the Corporation's Board of Directors in its sole and absolute discretion and its decision shall be final and binding on Employee unless found to be arbitrary or capricious by a court of competent jurisdiction.

(d) Performance of Duties During Notice Period. In the event that Employee terminates Employee's employment with the Corporation in accordance with the terms of Subparagraph 9(a), Employee, if requested by the Corporation, shall continue to render services hereunder on behalf of the Corporation for the thirty (30) day period until the effective date of termination, and shall, in such event, be paid the compensation due Employee hereunder for the remainder of such period.

10. Confidential Information. Employee acknowledges and recognizes that, in connection with the performance of his duties and obligations for the Corporation, Employee has and will have access to certain confidential information of the Corporation, including, but not limited to, any intellectual property of the Corporation, the identity of the Corporation's clients, the identity of prospective clients, the existence of negotiations with prospective clients of the Corporation, all drawings, records, sketches, models, financial information, customer information, trade secrets, and trade secrets relating to services of the Corporation, and products being developed by the Corporation (the "Confidential Information"). Employee hereby acknowledges that the maintenance of the confidentiality of the Confidential Information and

restrictions on the use of the Confidential Information is essential to the Corporation. Employee shall not, at any time, whether during the term of this Agreement or after the termination of Employee's employment with the Corporation for any reason whatsoever, divulge or reveal any of the Confidential Information to any person, party or entity, directly or indirectly. In addition, Employee shall not utilize any of the Confidential Information for his own benefit, for the benefit of any subsequent employer or competitor of the Corporation. Employee shall maintain the Confidential Information in strict confidence and shall not copy, duplicate or otherwise reproduce, in whole or in part, such Confidential Information, except as necessary for Employee to perform services for the Corporation. Upon the termination of Employee's employment by the Corporation, or at the earlier request of the Corporation, Employee shall immediately surrender to the Corporation any and all memoranda, records, files or other documents and any other materials (including photocopies or other reproductions) containing or relating to the Confidential Information. Employee shall indemnify and hold the Corporation harmless from any loss, damage, expense, cost or liability arising out of any unauthorized use or disclosure of the Confidential Information by Employee. The provisions of this Paragraph 10 shall survive the termination of Employee's employment with the Corporation and the termination of this Agreement.

11. Employee Developments. Employee is aware and understands that, during the term of Employee's employment with the Corporation or with the financial and other assistance that may be provided by the Corporation, Employee may invent, create, develop and improve certain valuable property such as, but not limited to, patents, trademarks, inventions, other patentable inventions and other trade secrets and formula, where such valuable property is

(1) created during Employee's normal work hours; (2) created using the equipment or facilities of the Corporation; (3) created by Employee under the supervision or guidance of the Corporation; or (4) within the field of use which includes human or animal allograft tissue ("Employee Developments"). Employee agrees that all Employee Developments that may be developed or produced by Employee during Employee's employment by the Corporation are and will be the property of the Corporation, and that Employee further agrees that he will, at the request of the Corporation, execute such documents as the Corporation may reasonably request from time to time, to assign and transfer all of the right, title and interest in Employee Developments to the Corporation and he will cooperate with the Corporation in connection with any patent applications. In this regard, Employee will, at all times, fully advise and inform the Corporation of all matters that Employee may be developing or working on while employed by the Corporation. Employee further agrees that upon the termination of his employment with the Corporation for any reason whatsoever, he shall immediately deliver and surrender to the Corporation any and all plans, documents and other materials of any nature relating to Employee Developments. The Corporation may provide additional compensation to Employee as consideration for Employee Developments in accordance with any patent policy of the Corporation. The provisions of this Paragraph 11 shall survive the termination of this Agreement.

12. Limitation of Employment.

(a) In the event of the termination of Employee's employment with the Corporation either by the Corporation for cause (as defined in Subparagraph 9(b) above) or voluntarily by Employee, Employee agrees that for a period of two (2) years following the

effective date of such termination, he will not engage in the business of manufacturing or distribution of products from bone tissue (or in any business that competes with Corporation) within the Southeastern United States. In the event of the termination of Employee's employment with the Corporation by the Corporation without cause, Employee agrees that for a period of one (1) year following the effective date of such termination, he will not engage in the business of manufacturing or distribution of products from bone tissue (or in any business that competes with such business) within the Southeastern United States. For the purposes of this Agreement, the "Southeastern United States" shall include the following states: Florida, Georgia, Alabama, Mississippi, South Carolina, North Carolina, Kentucky, Tennessee and Virginia.

(b) Employee acknowledges that this restrictive covenant is reasonably necessary to protect the Corporation's legitimate business interests, which are represented by, among other things, the substantial relationships between the Corporation and its licensees and tissue sources, as well as the goodwill established by the Corporation with licensees and tissue sources in the United States and other countries where the Corporation's products are manufactured or distributed over a protracted period.

(c) Employee recognizes the fact that the Corporation would not sign this Agreement without the inclusion of this covenant, and Employee confirms the sufficiency of the consideration received by him, in the form of employment by the Corporation, in accepting this covenant as a material term of the Agreement.

(d) The parties acknowledge and agree that no amount of money would adequately compensate the Corporation for damages which the parties acknowledge would be suffered as a result of the violation of the terms of this provision by Employee, and

they confirm that any such violation would result in irreparable injury to the Corporation because of the reduction in its income caused by the loss of or damage to the aforesaid relationships. It is agreed that the Corporation will be entitled to specific performance of this provision, and to injunctive relief, in view of the fact that the actual harm is not readily ascertainable or compensable by money damages.

(e) The period set forth in subparagraph (a) above will be tolled during any time in which Employee is in violation of the restrictive covenant contained in this Paragraph 12, and that period will begin to run again from the date Employee ceases such violation.

(f) This Paragraph 12 will survive the termination of this Agreement and the termination of Employee's employment with the Corporation.

(g) Notwithstanding anything contained in this Paragraph 12 to the contrary, Employee may be employed by University of Florida Tissue Bank, Inc. following any termination of his employment with RTI.

13. Remedies For Breach. It is understood and agreed by the parties that no amount of money would adequately compensate the Corporation for damages which the parties acknowledge would be suffered as a result of a violation by the Employee of the covenants contained in Paragraphs 11 and 12 above, and that, therefore, the Corporation shall be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of Paragraphs 11 and 12, which injunctive relief shall be in addition to any other rights or remedies available to the Corporation. If such a violation occurs, Employee shall be responsible for the payment of reasonable attorney's fees and other costs and expenses incurred by the Corporation in enforcing the covenants contained in Paragraphs 11 and 12 above, whether

- 11 -

construed in accordance with the laws of the State of Florida, and venue for any legal proceeding

17. Governing Law, Venue. This Agreement shall be governed by and

from the nonprevailing party, whether incurred at the trial level or in any appellate proceeding.

such litigation shall be entitled to recover reasonable attorney's fees and other costs and expenses

the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in

16. Attorney's Fees and Costs. Except as provided in Paragraph 13 above, in

enforced in all respects as if such invalid or unenforceable provision was omitted.

provision shall not affect the other provisions hereof, and this Agreement shall be construed and

or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such

15. Severability. If any provision of this Agreement shall be declared invalid

Corporation.

(d) Sell, mortgage, transfer or otherwise dispose of any assets of the

Corporation has received the full amount thereof, or

(c) Release or discharge any debt due the Corporation unless the

Procedures;

mortgage or other obligation, except as provided in the Corporation's Standard Operating

(b) Bind the Corporation under any contract, agreement, note,

(a) Pledge the credit of the Corporation or any of its other employees;

Corporation's Board of Directors, Employee shall have no authority to do any of the following:

14. Limitations on Authority. Without the express written consent of the

shall survive the termination of this Agreement.

incurred at the trial level or in any appellate proceeding. The provisions of this Paragraph 13

or action at law arising out of or construing this Agreement shall lie in the state courts of Alachua County, Florida, or the United States District Court for the Northern District of Florida, Gainesville Division.

18. Completeness of Agreement. All understandings and agreements heretofore made between the parties hereto with respect to the subject matter of this Agreement are merged into this document which alone fully and completely expresses their agreement. No change or modification may be made to this Agreement except by instrument in writing duly executed by the parties hereto with the same formalities as this document.

19. Notices. Any and all notices or other communications provided for herein shall be given in writing and shall be hand delivered or sent by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

If to the Corporation:

Regeneration Technologies, Inc.
One Innovation Drive
Alachua, Florida 32615
Attn: President

If to Employee:

Kevin C. Carter
8502 NW 35 Road
Gainesville, Florida 32606

provided, however, that any party may, from time to time, give notice to the other party of some other address to which notices or other communications to such party shall be sent, in which event, notices or other communications to such party shall be sent to such address. Any notice or other communication shall be deemed to have been given and received hereunder as of the date

the same is actually hand delivered or, if mailed, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested.

20. Assignment. Neither party to this Agreement may assign its rights or obligations hereunder without the prior written consent of the other party.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and permitted assigns.

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

23. Captions. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any provisions of this Agreement or in any way affect this Agreement.

24. Employee Handbook. Employee agrees to follow and be bound by the guidelines contained in the Corporation's Employee Handbook, as same may be modified from time to time.

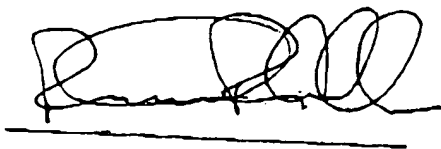
(Signatures on following page)

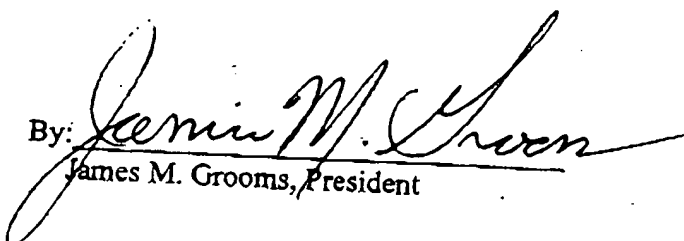
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the
date and year set forth above.

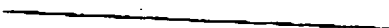
WITNESSES:

"CORPORATION"

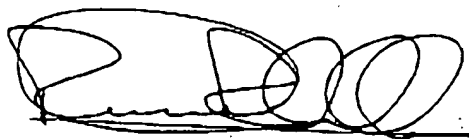
Regeneration Technologies, Inc.

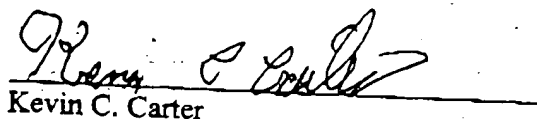


By: 
James M. Grooms, President



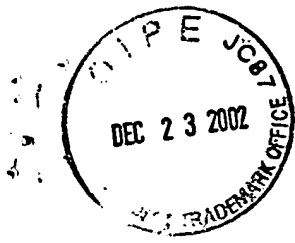
"EMPLOYEE"




Kevin C. Carter



rti.contract.carter



Attorney Docket No. 1915/13921US03

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

Applicants:

Kevin C. Carter (Dec'd) & Diane
Carter (Legal Rep.), Michael Esch, Paul
LaRochelle & Gina Scurti

Serial No.: 09/924,110

Filed: August 07, 2001

For: "MATERIALS AND METHODS FOR
IMPROVED BONE TENDON BONE
TRANSPLANTATION"

CERTIFICATE OF MAILING

I hereby certify that this paper and all
documents referred to herein are being
deposited with the United States Postal
Service as first class mail, postage prepaid,
in an envelope addressed to: Assistant
Commissioner for Patents, BOX DAC,
Washington, D.C. 20231 on:

December 18, 2002

Donald J. Pochopien
Registration No. 32,176
Attorney for Applicants

DECLARATION OF ATTORNEY DONALD J. POCHOPIEN
SUPPORTING
REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(a)

Assistant Commissioner for Patents
BOX DAC
Washington, DC 20231

Sir:

I, Donald J. Pochopien, hereby declare as follows:

1. I am an attorney registered to practice before the U.S. Patent and Trademark Office (Reg. No. 32,167). I am making this declaration to show facts in support of the REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(a), filed concurrently herewith, requesting that the Director accept the enclosed Declaration and Power of Attorney for the above identified application ("the Declaration").

RECEIVED

DEC 26 2002

OFFICE OF PETITIONS

2. I have been retained by Regeneration Technologies Inc. ("RTI"), the real party of interest in this case, to continue with the prosecution of this application. Upon information and belief, the present application properly names four joint inventors, namely, Kevin C. Carter, deceased; Michael Esch; Paul LaRochelle; and Gina Scurti. Upon information and belief, each of the coinventors was obligated by virtue of their employment agreement to execute all documents related to their inventions and to assign all inventions to RTI.

3. I have reviewed the prosecution and the correspondence in this application and determined that Diane Carter is the Administrator of the estate of the deceased co-inventor, Kevin C. Carter. Based upon information and belief, and documents already of record, Diane Carter has previously refused to execute the Declaration and the assignment for the above identified patent application.

4. Based upon a review of the correspondence in this application, I determined that Diane Carter, the legal representative of the estate of Kevin C. Carter, is herself represented by counsel, Larry Ciesla, Esq. of Gainesville FL. On August 20, 2002, I telephoned Larry Ciesla, Esq., in Gainesville FL to discuss this matter and his client, Diane Carter. Larry Ciesla advised me that Diane Carter is the sole administrator of the estate of her late husband, Kevin C. Carter.

5. In the telephone conference referenced in ¶ 4 above, I asked Larry Ciesla if he knew why Diane Carter refused to sign the Declaration for the above identified application as legal representative for her deceased husband.

6. In response to the question recited in Paragraph 5 *supra*, Larry Ciesla told me that Diane Carter would not sign because she was dissatisfied to discover that at the time of his death, Kevin C. Carter was only 50% vested in his stock options at

RTI. He also advised me that Diane Carter is the beneficiary of Kevin C. Carter's 50% vested interest in certain options of RTI stock. According to attorney Ciesla, Diane Carter requested from RTI that she be given a 100% vested interest in all of the RTI stock options which were granted to Kevin C. Carter, because she is a widow and needs the money, but that RTI refused. According to Attorney Larry Ciesla, because RTI would not grant Diane Carter 100% vesting in her deceased husband's stock options, "she was not going to do anything for RTI," such as read the patent specifications and if appropriate, sign the corresponding declarations.

7. Based upon information and belief, Kevin C. Carter was not entitled to more than 50% vesting in his RTI stock options at the time of his death. Based upon information and belief, Diane Carter is not entitled to any additional shares of RTI stock other than the shares represented by the 50% vesting in the total stock options granted to Kevin C. Carter.

8. In my conversation of August 20, 2002 with Larry Ciesla, I advised him that I would be sending him a letter by Federal Express that included another packet of documents containing the following: 1) two patent applications (USSN 09/924,110 and USSN 10/013,328), wherein Kevin C. Carter was a coinventor, for review by his client, Diane Carter, as Kevin Carter's legal representative, and 2) the corresponding declarations and assignments for her execution. I asked Larry Ciesla if he would present the packet to his client with my letter and advise her that we are again requesting that she review the patent applications, and if acceptable, sign the declarations as legal representative of the estate of her deceased husband, Kevin C. Carter. He said that he would do so and that he would advise me of Diane Carter's decision. A copy of my letter of instruction to Larry Ciesla, dated August 20, 2002, enclosing the two patent applications, Declarations and Assignments is attached hereto as Exhibit A. The letter was sent both via facsimile and via Federal Express next day delivery (with all enclosures).

9. Two days later, on August 22, 2002, I received a facsimile reply to my letter of August 20, 2002 from Larry Ciesla, dated August 21, 2002. A copy of Larry Ciesla's letter to me dated August 21, 2002 is attached hereto as Exhibit B. In Ciesla's letter to me of August 21, 2002, he advises that "he discussed the matter with Diane Carter" and that "she is **unwilling to sign** the [declarations for the] patent applications **at this point**" in her official capacity as Administrator of the estate of Kevin C. Carter. [Exhibit B: Ciesla letter of 08/21/02.] By the phrase "at this point", Larry Ciesla means to convey that Diane Carter would be willing to sign at some other point.

10. As written evidence corroborating that Diane Carter's **unwillingness** to review the patent applications and to sign the corresponding declarations is for reasons of "financial gain," rather than on the merits of inventorship, Attorney Ciesla advises us that Diane Carter is open to negotiating to receive more stock:

. . . she [Diane Carter] is **unwilling** to sign the patent applications **at this point**. She further wishes to advise that she would be **open to negotiations** with Regeneration Technologies regarding the number of **shares of stock** of Regeneration Technologies to which the estate is to receive as a result of Mr. Carter's death.

[Exhibit B: Ciesla letter of 08/21/02; emphasis added in bold.]

11. On information and belief, Diane Carter refuses to review the above identified patent application or to sign the corresponding declaration without receiving additional compensation.

12. Based upon information and belief, including Kevin C. Carter's Employment Agreement with RTI dated 02/13/98 ("Employment Agreement"), any rights that Kevin C. Carter had in the above-identified patent application were under an obligation to be assigned to RTI as a basis for Kevin C. Carter's continued employment

and that Kevin C. Carter had a continuing obligation **“at the request of the Corporation”** to execute documents and to **“cooperate with the Corporation in connection with any patent applications”**:

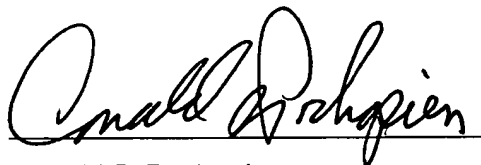
Employee agrees that **all Employee Developments** that may be developed or produced by Employee during Employee's employment by the Corporation [*i.e.*, RTI] **are and will be the property of the Corporation**, and that Employee further agrees that he will, at the request of the Corporation, **execute such documents** as the Corporation may reasonably request from time to time, to assign and transfer the right, title and interest in Employee Developments to the Corporation and **he will cooperate with the Corporation in connection with any patent applications**.

[Exhibit C: Employment Agreement at page 8; emphasis added in bold.]

13. The three cooperative coinventors, namely Michael Esch, Paul LaRochelle & Gina Scurti, have executed an Assignment of their entire right, title and interest in the above identified patent application to Regeneration Technologies Inc., and have executed the cofiled Declaration on their own behalf and on the behalf of Diane Carter, legal representative for the estate of the deceased coinventor, Kevin C. Carter.

14. Based upon the forgoing facts and the law, it is believed that the Petitioner has made a prima facie case for the Director to accept the Declaration filed herewith, which names the deceased coinventor (Kevin C. Carter) and the legal representative of his estate (Diane Carter) who is unwilling to sign on his behalf, but which Declaration has been signed by each of the remaining named coinventors, Michael Esch, Paul LaRochelle & Gina Scurti on their own behalf and on behalf of Diane Carter, the legal representative of the estate of the deceased Kevin C. Carter.

15. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

A handwritten signature in black ink, reading "Donald J. Pochopien", written over a horizontal line.

Donald J. Pochopien
Reg. No. 32,167

Date: December 18, 2002

J:\open\djp\RTI\ 13921US03\Dec Supporting Pet under Rule 1.47(a).doc



LAW OFFICES

McANDREWS, HELD & MALLOY, LTD.

34TH FLOOR

500 WEST MADISON STREET
CHICAGO, ILLINOIS 60661

TELEPHONE: (312) 775-8000

FACSIMILE: (312) 775-8100

WWW.MHMLAW.COM

August 20, 2002

VIA FACSIMILE AND FEDERAL EXPRESS

GEORGE P. McANDREWS
JOHN J. HELD
TIMOTHY J. MALLOY
WILLIAM M. WESLEY
LAWRENCE M. JARVIS
GREGORY J. VOGLER
JEAN DUDEK KUELPER
HERBERT D. HART III
ROBERT W. FIESELER
THOMAS J. WIMBISCUS
STEVEN J. HAMPTON
PRISCILLA F. GALLAGHER
STEPHEN F. SHERRY
PATRICK J. ARNOLD JR.
GEORGE F. WHEELER
JANET M. McNICHOLAS
RONALD E. LARSON

CHRISTOPHER C. WINSLADE
EDWARD A. MAS II
GREGORY C. SCHODDE
EDWARD W. REMUS
DONALD J. POCHAPIEN
SHARON A. HWANG
DAVID D. HEADRICK
DEAN D. SMALL
ALEJANDRO MENCHACA
KIRK A. VANDER LEESE
RICHARD T. McCAULLEY JR.
MELISSA M. McCAULLEY
ANTHONY E. DOWELL
PETER J. McANDREWS
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JAMES M. HAFERTEPE
JONATHAN R. SICK

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DEAN A. PELLETIER
MICHAEL B. HARLIN
GEOFFREY A. BAKER
JAMES R. NUTTALL
ROBERT A. SURRETTE
TIMOTHY L. HARNEY
JOSEPH M. BARICH
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PATRICIA J. McGRATH
WILHELM L. RAO
SANDRA A. FRANTZEN
RONALD H. SPUHLER
CHRISTOPHER V. CARANI
RONALD A. DICERBO
JENNIFER E. LACROIX

JOSEPH F. HARDING
JOSEPH M. BUTSCHER
TROY A. GROETKEN
GERALD C. WILLIS
SARA J. BARTOS
JOHN A. WISBERG
JOHN L. ABRAMIC
MICHAEL J. FITZPATRICK
DAVID Z. PETTY
GENE W. LEE
MICHAEL T. CRUZ

OF COUNSEL
S. JACK SAUER

Larry Ciesla, Esq.
204 West University Avenue -
Suite #4
Gainesville, Florida 32601

Re: Signature by Diane Carter,
Administrator Of Kevin C. Carter's Estate
1) U.S. Patent Application No. 09/924,110
2) U.S. Patent Application No. 10/013,328
Our Reference No.: 1915/13921US03 and 13921US04

Dear Mr. Ciesla:

I am counsel for Regeneration Technologies, Inc. ("RTI") the former employer of Kevin C. Carter, now deceased. Kevin C. Carter was a co-inventor on the above-identified patent applications. We have been informed that Kevin C. Carter's wife, Diane Carter, is the Administrator of his estate. I am following up RTI's letter to Diane Carter of January 17, 2002, and to yourself, as counsel for Diane Carter, of February 11, 2002. In those letters, RTI requested that Diane Carter sign the Assignment and Declaration on behalf of Kevin C. Carter, as Administrator of his estate. By virtue of his Employment Agreement, Kevin Carter was under an obligation to assign his rights to the inventions to RTI. Once the patents issue, Kevin's contribution to humanity will be forever documented in the archives of the U.S. Government.

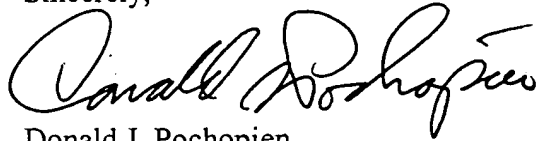
It is our understanding that Diane Carter refuses to sign the documents. We advised the U.S. Patent Office of our efforts, and they denied our petition to proceed without Diane Carter's signature. Therefore, we request that you again ask Diane Carter if she will please sign the enclosed Declaration and Assignment relating to the above identified applications (copies of which are also enclosed for her review). Since time is of the essence, could you

McANDREWS, HELD & MALLOY, LTD.

Larry Ciesla, Esq.
August 20, 2002
Page 2

please return the executed documents to us in the enclosed prepaid Federal Express envelope, or advise us of Diane Carter's adverse decision as soon as possible. We need to file our responses with the U.S. Patent Office by August 26, 2002.

Sincerely,

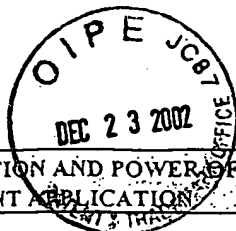
A handwritten signature in black ink, appearing to read "Donald J. Pochopien". The signature is fluid and cursive, with the first name "Donald" being more prominent.

Donald J. Pochopien

:gl

Enclosures

cc: Dennis Tomisaka
Timothy J. Malloy, Esq.
David D. Headrick, Esq.



PATENT APPLICATION

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION

ATTORNEY DOCKET NO. RTI-1181B

As a below named inventor, I hereby declare that:

My residence/post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Materials and Methods for Improved Bone Tendon Bone Transplantation

the specification of which is attached hereto unless the following box is checked:

☐ was filed on _____ as US Application Serial No. or PCT International Application

Number _____ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understood the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose all information which is material to patentability as defined in 37 CFR 1.56.

Foreign Application(s) and/or Claim of Foreign Priority

I hereby claim foreign priority benefits under Title 35, United States Code Section 119 of any foreign application(s) for patent or inventor(s) certificate listed below and have also identified below any foreign application for patent or inventor(s) certificate having a filing date before that of the application on which priority is claimed:

COUNTRY	APPLICATION NUMBER	DATE FILED	PRIORITY CLAIMED UNDER 35 U.S.C. 119
			YES: _____ NO: _____
			YES: _____ NO: _____

Provisional Application

I hereby claim the benefit under Title 35, United States Code Section 119(e) of any United States provisional application(s) listed below:

APPLICATION SERIAL NUMBER	FILING DATE

U.S. Priority Claim

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

APPLICATION SERIAL NUMBER	FILING DATE	STATUS(patented/pending/abandoned)
09/528,034	3/17/2000	Pending
09/481,319	1/11/2001	Pending

POWER OF ATTORNEY:

As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) listed below to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Timothy H. Van Dyke, Reg. No. 43218

Send Correspondence to:

Timothy H. Van Dyke
Bencen & Van Dyke, P.A.
1630 Hillcrest Street
Orlando, Florida 32803

Direct Telephone Calls To:

Timothy H. Van Dyke
407-228-0328

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Kevin C. Carter (deceased)Citizenship: USAResidence: 1 Innovation Drive, Alachua, Florida 32615Post Office Address: Same

Inventor's Signature

Date

Diane Carter - Administrator of Mr. Kevin C. Carter's estate

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION (continued)

ATTORNEY DOCKET NO. RT-1181B

Full Name of Inventor: Michael Esch

Citizenship: USA

Residence: 1 Innovation Drive, Alachua, Florida 32615

Post Office Address: Same

Inventor's Signature

Date

Full Name of Inventor: Paul LaRochelle

Citizenship: USA

Residence: 616 Hawksbill Island Drive, Satellite Beach, FL 32937 USA

Post Office Address: Same

Inventor's Signature

Date

10/5/01

Full Name of Inventor: Gina Scurti

Citizenship: USA

Residence: 1 Innovation Drive, Alachua, FL 32615 USA

Post Office Address: Same

Inventor's Signature

Date

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature

Date

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature

Date

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature

Date

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION (continued)

ATTORNEY DOCKET NO. RTI-1181B

Full Name of Inventor: Michael Esch

Citizenship: USA

Residence: 1 Innovation Drive, Alachua, Florida 32615

Post Office Address: Same

Michael Esch
Inventor's Signature

9/28/01
Date

Full Name of Inventor: Paul LaRochelle

Citizenship: USA

Residence: 616 Hawksbill Island Drive, Satellite Beach, FL 32937 USA

Post Office Address: Same

Inventor's Signature

Date

Full Name of Inventor: Gina Scurti

Citizenship: USA

Residence: 1 Innovation Drive, Alachua, FL 32615 USA

Post Office Address: Same

Gina M. Scurti
Inventor's Signature

9-26-01
Date

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature

Date

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature

Date

Full Name of Inventor: _____

Citizenship: _____

Residence: _____

Post Office Address: _____

Inventor's Signature

Date

ASSIGNMENT OF PATENT APPLICATION

FOR GOOD AND VALUABLE CONSIDERATION,

We, the undersigned (each) have agreed and hereby agree to assign for good and valuable consideration, receipt of which is hereby expressly acknowledged, and do hereby sell, assign and transfer unto

Regeneration Technologies, Inc.

a corporation organized under the laws of the state of Florida as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to

Materials and Methods for Improved Bone Tendon Bone Transplantation

described in an application for Letters Patent of the United States, identified as Attorney Docket No. RTI-118IB, at Van Dyke & Associates, P.A., 1630 Hillcrest Street, Orlando, Florida 32803 and filed on 8/7/2001, as Application Serial No. 09/924,110, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent. We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We hereby authorize Timothy H. Van Dyke, attorney for Assignee, to insert the filing date and serial number into the first paragraph of this assignment, after the application for Letters Patent has been filed, and the U.S. Patent Office has assigned such application a serial number.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, we have hereunto signed our names on the day and year set forth below.

Inventor's Signature

DATE

Kevin C. Carter (deceased)

Inventor's Printed Name

Diane Carter - Administrator of Mr. Kevin C. Carter's estate
STATE OF _____)

) SS

COUNTY OF _____)

Diane Carter

On this _____ day of _____, _____, before me personally came the above named Kevin C. Carter who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC

My Commission Expires: _____

Michael Esch
Inventor's Signature

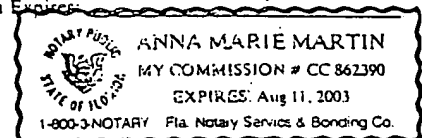
9/28/01
DATE

Michael Esch
Inventor's Printed Name

STATE OF Florida)
COUNTY OF Alachua) SS

On this 28 day of Sept., 2001, before me personally came the above named Michael Esch who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

Anna Marie Martin
NOTARY PUBLIC
My Commission Expires: _____



Inventor's Signature

DATE

Paul LaRochelle
Inventor's Printed Name

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, _____, before me personally came the above named Paul LaRochelle who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC
My Commission Expires: _____

Gina M. Scurti
Inventor's Signature

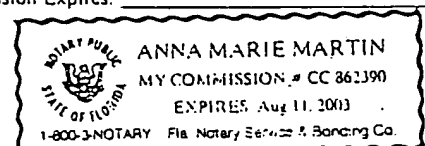
9-26-01
DATE

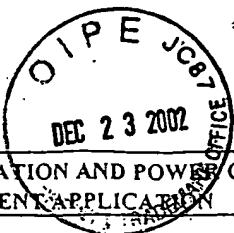
Gina Scurti
Inventor's Printed Name

STATE OF Florida)
COUNTY OF Alachua) SS

On this 26 day of Sept., 2001, before me personally came the above named Gina Scurti who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

Anna Marie Martin
NOTARY PUBLIC
My Commission Expires: _____





PATENT APPLICATION

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATIONATTORNEY DOCKET NO. RTL-118IC

As a below named inventor, I hereby declare that:

My residence/post office address and citizenship are as stated below next to my name:

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Materials and Methods for Improved Bone Tendon Bone Transplantation

the specification of which is attached hereto unless the following box is checked:

() was filed on _____ as US Application Serial No. or PCT International Application
Number _____ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understood the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose all information which is material to patentability as defined in 37 CFR 1.56.

Foreign Application(s) and/or Claim of Foreign Priority

I hereby claim foreign priority benefits under Title 35, United States Code Section 119 of any foreign application(s) for patent or inventor(s) certificate listed below and have also identified below any foreign application for patent or inventor(s) certificate having a filing date before that of the application on which priority is claimed:

COUNTRY	APPLICATION NUMBER	DATE FILED	PRIORITY CLAIMED UNDER 35 U.S.C. 119
			YES: ____ NO: ____
			YES: ____ NO: ____

Provisional Application

I hereby claim the benefit under Title 35, United States Code Section 119(e) of any United States provisional application(s) listed below:

APPLICATION SERIAL NUMBER	FILING DATE

U.S. Priority Claim

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

APPLICATION SERIAL NUMBER	FILING DATE	STATUS(patented/pending/abandoned)
09/924,110	8/7/2001	Pending
09/528,034	3/17/2000	Pending
09/481,319	1/11/2000	Pending

POWER OF ATTORNEY:

As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) listed below to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Timothy H. Van Dyke, Reg. No. 43218

Send Correspondence to:

Timothy H. Van Dyke
Van Dyke & Associates, P.A.
1630 Hillcrest Street
Orlando, Florida 32803

Direct Telephone Calls To:

Timothy H. Van Dyke
407-228-0328

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Richard FergusonCitizenship: USAResidence: Alachua, FloridaPost Office Address: 1 Innovation Drive, Alachua, FL 32615 USA

Inventor's Signature

Date

11-26-01

DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION (continued)

ATTORNEY DOCKET NO. RTI-1181C

Full Name of Inventor: Kevin C. Carter (deceased)

Citizenship: USA

Residence: Alachua, Florida

Post Office Address: 1 Innovation Drive, Alachua, FL 32615 USA

Inventor's Signature

Date

Diane Carter - Administrator of Mr. Kevin C. Carter's estate

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

Full Name of Inventor:

Citizenship:

Residence:

Post Office Address:

Inventor's Signature

Date

Inventor's Signature

DATE

Michael Esch

Inventor's Printed Name

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, before me personally came the above named Michael Esch who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC
My Commission Expires: _____

[Signature]

Inventor's Signature

10/5/01

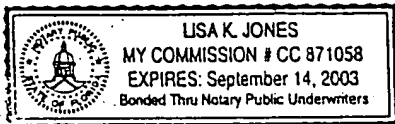
DATE

Paul LaRochelle

Inventor's Printed Name

STATE OF _____)
COUNTY OF _____) SS

On this 34 day of October, 2001, before me personally came the above named Paul LaRochelle who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.



Lisa K. Jones

NOTARY PUBLIC
My Commission Expires: 9-14-2003

Inventor's Signature

DATE

Gina Scurti

Inventor's Printed Name

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, before me personally came the above named Gina Scurti who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC
My Commission Expires: _____

ASSIGNMENT OF PATENT APPLICATION

FOR GOOD AND VALUABLE CONSIDERATION.

We, the undersigned (each) have agreed and hereby agree to assign for good and valuable consideration, receipt of which is hereby expressly acknowledged, and do hereby sell, assign and transfer unto

Regeneration Technologies, Inc.

a corporation organized under the laws of the state of Florida as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to

Materials and Methods for Improved Bone Tendon Bone Transplantation

described in an application for Letters Patent of the United States, identified as Attorney Docket No. RTI-1181C, at Van Dyke & Associates, P.A., 1630 Hillcrest Street, Orlando, Florida 32803 and filed on 11/5/01, as Application Serial No. 10/013,328, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent. We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We hereby authorize Timothy H. Van Dyke, attorney for Assignee, to insert the filing date and serial number into the first paragraph of this assignment, after the application for Letters Patent has been filed, and the U.S. Patent Office has assigned such application a serial number.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, we have hereunto signed our names on the day and year set forth below.

Richard Ferguson
Inventor's Signature

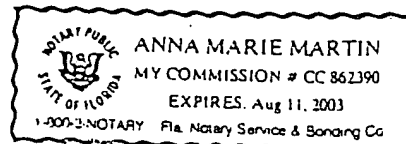
11-26-01
DATE

Richard Ferguson
Inventor's Printed Name

STATE OF Florida)
COUNTY OF Alachua) SS

On this 26 day of Nov, 2001, before me personally came the above named Richard Ferguson who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

Anna Marie Martin
NOTARY PUBLIC
My Commission Expires: _____



ASSIGNMENT OF PATENT APPLICATION

Inventor's Signature

DATE

Kevin C. Carter (deceased)

Inventor's Printed Name

Diane Carter - Administrator of Mr. Kevin C. Carter's estate

STATE OF

)

) SS

COUNTY OF

)

Diane Carter

On this _____ day of _____, before me personally came the above named Kevin C. Carter who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

NOTARY PUBLIC

My Commission Expires: _____

Law Office of
LARRY E. CIESLA

Elder Law
Estate Planning
Real Estate
Commercial Law
Probate & Guardianship
Disability & Public Benefits

204 W. University Ave., Suite 4
P.O. Box 1161
Gainesville, FL 32602
(352) 378-5603
FAX (352) 375-6249
Email: LCiesla@aol.com

August 21, 2002

VIA FACSIMILE TRANSMISSION (312) 775-8100

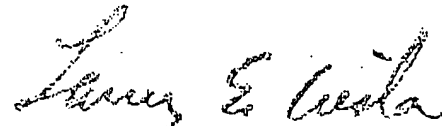
Donald J. Pochopien, Esquire
McAndrews, Held & Malloy, Ltd.
500 West Madison Street
Chicago, Illinois 60661

Re: Diané Carter/Estate of Kevin C. Carter, Deceased
Your File No.: 1915/13921US03 and 13921US04

Dear Mr. Pochopien:

Receipt of your letter to me dated August 20, 2002 is acknowledged. I have discussed the matter with Diane Carter and she advises that she is unwilling to sign the patent applications at this point. She further wishes to advise that she would be open to negotiations with Regeneration Technologies regarding the number of shares of stock of Regeneration Technologies to which the estate is to receive as a result of Mr. Carter's death.

Very truly yours,



LARRY E. CIESLA

LEC:mp

cc: Diane Carter

clients.carter.kev.pochopien.ltr

EMPLOYMENT AGREEMENT

COPY

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 13 day of February, 1998, by and between REGENERATION TECHNOLOGIES, INC., a Florida corporation (the "Corporation") and KEVIN C. CARTER ("Employee").

WHEREAS, the Corporation is engaged in the business of manufacturing products from bone tissue in Alachua, Florida; and

WHEREAS, the Corporation desires to employ Employee and Employee desires to accept such employment during the term of this Agreement and upon the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual promises and the benefits accruing to the parties hereto, the parties agree as follows:

1. Employment. The Corporation hereby agrees to employ Employee, and Employee hereby agrees to accept such employment, to render services on behalf of the Corporation as Project Engineer. The duties of Employee shall be those established by the Corporation's Board of Directors, or its officers, from time to time.
2. Devotion to Employment. During the term of this Agreement, Employee shall devote his full time on behalf of the Corporation, and Employee shall not engage in any other gainful employment without the written consent of the Corporation. Provided, however, that nothing contained herein shall prohibit Employee from investing or trading in stocks, bonds, commodities or other forms of investment, including real property.

3. Term of Agreement. This Agreement shall be effective as of the date first written above, and it shall continue in full force and effect for a period of five (5) years unless sooner terminated as hereinafter provided.

4. Compensation.

(a) Annual Salary. The Corporation shall pay to Employee as compensation for his services a salary of Forty-Three Thousand Six Hundred Eighty Dollars (\$43,680.00) per year, payable in equal monthly installments. Employee's salary shall be reviewed annually by the Corporation's Board of Directors, at which time Employee's salary may be adjusted as mutually agreed upon by Employee and the Corporation's Board of Directors.

(b) Performance Bonus. To provide greater incentive for Employee by rewarding him with additional compensation, a cash bonus may be paid to Employee at any time during the year, or after the close of the year, based upon the performance of the Corporation and the performance of Employee during such year; provided, however, that the payment of any such bonus and the amount thereof shall be within the sole discretion of the Corporation's Board of Directors. In making such determination, the Directors will consider the following:

- (i) The net profits of the Corporation for the year;
- (ii) The base salary of Employee;
- (iii) Employee's overall performance as an employee of the Corporation;
- (iv) A comparison of Employee's performance with the performance of the other employees of the Corporation; and

(v) Such other matters as may be considered appropriate by the Directors.

(c) Stock of the Corporation. The Corporation shall issue to Employee Ten Thousand (10,000) shares of common stock of the Corporation (the "Shares"). The Shares shall be issued as described herein only upon Employee's execution of a Stock Restriction Agreement for Regeneration Technologies, Inc. (the "Stock Restriction Agreement"), which, inter alia, restricts the transfer of the Shares and contains certain buy-back provisions regarding the Shares upon the termination of Employee's employment with the Corporation.

(d) Withholding. FICA. FUTA. Employee's compensation hereunder shall be subject to, and reduced by, applicable federal income tax withholding and FICA tax, and any other taxes imposed by law.

5. Fringe Benefits. During the term of this Agreement, Employee shall be entitled to all fringe benefits offered generally to the Corporation's full-time managerial employees as established or modified from time to time by the Corporation, subject always to the rules in effect regarding participation in such plans. Employee shall not be entitled to any other fringe benefits as a result of his employment with the Corporation.

6. Business Expenses. Except as otherwise provided herein, the Corporation shall pay, either directly or by reimbursement to Employee, such reasonable and necessary business expenses incurred by Employee in the course of his employment by the Corporation as are consistent with the Corporation's policies in existence from time to time, subject to such dollar limitations and verification and record keeping requirements as may be established from time to time by the Corporation.

7. Vacation and Sick Leave. Employee shall be entitled to three (3) weeks paid vacation time each calendar year, prorated in accordance with Corporation policy. All vacations shall be taken by Employee at such time or times as may be approved by the Corporation. There will be no carryover, except as may be allowed by Corporation policy, of unused vacation time from one year to another. Compensation for unused vacation time, if any, shall be in accordance with Corporation policy.

8. Time Off. Employee shall be entitled to such time off with pay for attendance at seminars, courses, meetings and conventions as is authorized by the Corporation from time to time. The specific seminars, courses, meetings and conventions to be attended by Employee shall be subject to the Corporation's prior approval.

9. Termination of Employment.

(a) Voluntary Termination. Employee or the Corporation may voluntarily terminate Employee's employment with the Corporation (and, except as otherwise specifically provided hereunder, this Agreement) at any time, by delivering to the other party written notice of such intention not less than thirty (30) days prior to the effective date of termination. Notwithstanding the foregoing, if notice of termination is given by Employee to the Corporation, then the Corporation shall have the option of advancing the effective date of such termination to any date after receipt of such notice from Employee, which option shall be exercised by the Corporation within three (3) business days of receipt of such notice.

(b) Termination for Cause. The Corporation may immediately terminate Employee's employment with the Corporation (and, except as otherwise specifically provided hereunder, this Agreement) for "cause" by giving written notice (without regard to the

thirty (30) day period provided above) of such termination to Employee specifying the grounds therefor. A termination for "cause" shall only be for any one or more of the following reasons:

- (i) Willfully or negligently damaging the Corporation's property, business, reputation or goodwill.
- (ii) Willfully injuring any employee of the Corporation.
- (iii) Willfully injuring any person in the course of the performance of services for the Corporation.
- (iv) Lawfully charged with commission of a felony.
- (v) Stealing, dishonesty, fraud or embezzlement.
- (vi) Deliberate and continuous neglect of duty.
- (vii) Continuous failure to properly perform Employee's duties.
- (viii) Use of alcohol or narcotics to the extent it prevents, in the sole judgment of the Corporation's Board of Directors, Employee from effectively performing the duties set forth in Paragraph 1 above.
- (ix) Violating the covenants set forth in Paragraphs 10 or 11 of this Agreement.

The decision to terminate Employee's employment for "cause" shall be made by the Corporation's Board of Directors in its sole discretion.

(c) Termination Upon Death, Incompetency or Disability.

Notwithstanding Subparagraph 9(a) above, the Corporation shall have the right to terminate Employee's employment with the Corporation (and, except as otherwise specifically provided hereunder, this Agreement) immediately and without prior written notice to Employee in the

event that Employee dies, or is adjudicated incompetent, or is "permanently disabled", as hereinafter defined. As used herein, the term "permanently disabled" shall mean that Employee is unable to adequately perform his regular duties hereunder as a result of sickness or accident and such condition appears to be permanent. The determination of "permanent disability" shall be made by the Corporation's Board of Directors in its sole and absolute discretion and its decision shall be final and binding on Employee unless found to be arbitrary or capricious by a court of competent jurisdiction.

(d) Performance of Duties During Notice Period. In the event that Employee terminates Employee's employment with the Corporation in accordance with the terms of Subparagraph 9(a), Employee, if requested by the Corporation, shall continue to render services hereunder on behalf of the Corporation for the thirty (30) day period until the effective date of termination, and shall, in such event, be paid the compensation due Employee hereunder for the remainder of such period.

10. Confidential Information. Employee acknowledges and recognizes that, in connection with the performance of his duties and obligations for the Corporation, Employee has and will have access to certain confidential information of the Corporation, including, but not limited to, any intellectual property of the Corporation, the identity of the Corporation's clients, the identity of prospective clients, the existence of negotiations with prospective clients of the Corporation, all drawings, records, sketches, models, financial information, customer information, trade secrets, and trade secrets relating to services of the Corporation, and products being developed by the Corporation (the "Confidential Information"). Employee hereby acknowledges that the maintenance of the confidentiality of the Confidential Information and

restrictions on the use of the Confidential Information is essential to the Corporation. Employee shall not, at any time, whether during the term of this Agreement or after the termination of Employee's employment with the Corporation for any reason whatsoever, divulge or reveal any of the Confidential Information to any person, party or entity, directly or indirectly. In addition, Employee shall not utilize any of the Confidential Information for his own benefit, for the benefit of any subsequent employer or competitor of the Corporation. Employee shall maintain the Confidential Information in strict confidence and shall not copy, duplicate or otherwise reproduce, in whole or in part, such Confidential Information, except as necessary for Employee to perform services for the Corporation. Upon the termination of Employee's employment by the Corporation, or at the earlier request of the Corporation, Employee shall immediately surrender to the Corporation any and all memoranda, records, files or other documents and any other materials (including photocopies or other reproductions) containing or relating to the Confidential Information. Employee shall indemnify and hold the Corporation harmless from any loss, damage, expense, cost or liability arising out of any unauthorized use or disclosure of the Confidential Information by Employee. The provisions of this Paragraph 10 shall survive the termination of Employee's employment with the Corporation and the termination of this Agreement.

11. Employee Developments. Employee is aware and understands that, during the term of Employee's employment with the Corporation or with the financial and other assistance that may be provided by the Corporation, Employee may invent, create, develop and improve certain valuable property such as, but not limited to, patents, trademarks, inventions, other patentable inventions and other trade secrets and formula, where such valuable property is

(1) created during Employee's normal work hours; (2) created using the equipment or facilities of the Corporation; (3) created by Employee under the supervision or guidance of the Corporation; or (4) within the field of use which includes human or animal allograft tissue ("Employee Developments"). Employee agrees that all Employee Developments that may be developed or produced by Employee during Employee's employment by the Corporation are and will be the property of the Corporation, and that Employee further agrees that he will, at the request of the Corporation, execute such documents as the Corporation may reasonably request from time to time, to assign and transfer all of the right, title and interest in Employee Developments to the Corporation and he will cooperate with the Corporation in connection with any patent applications. In this regard, Employee will, at all times, fully advise and inform the Corporation of all matters that Employee may be developing or working on while employed by the Corporation. Employee further agrees that upon the termination of his employment with the Corporation for any reason whatsoever, he shall immediately deliver and surrender to the Corporation any and all plans, documents and other materials of any nature relating to Employee Developments. The Corporation may provide additional compensation to Employee as consideration for Employee Developments in accordance with any patent policy of the Corporation. The provisions of this Paragraph 11 shall survive the termination of this Agreement.

12. Limitation of Employment.

(a) In the event of the termination of Employee's employment with the Corporation either by the Corporation for cause (as defined in Subparagraph 9(b) above) or voluntarily by Employee, Employee agrees that for a period of two (2) years following the

effective date of such termination, he will not engage in the business of manufacturing or distribution of products from bone tissue (or in any business that competes with Corporation) within the Southeastern United States. In the event of the termination of Employee's employment with the Corporation by the Corporation without cause, Employee agrees that for a period of one (1) year following the effective date of such termination, he will not engage in the business of manufacturing or distribution of products from bone tissue (or in any business that competes with such business) within the Southeastern United States. For the purposes of this Agreement, the "Southeastern United States" shall include the following states: Florida, Georgia, Alabama, Mississippi, South Carolina, North Carolina, Kentucky, Tennessee and Virginia.

(b) Employee acknowledges that this restrictive covenant is reasonably necessary to protect the Corporation's legitimate business interests, which are represented by, among other things, the substantial relationships between the Corporation and its licensees and tissue sources, as well as the goodwill established by the Corporation with licensees and tissue sources in the United States and other countries where the Corporation's products are manufactured or distributed over a protracted period.

(c) Employee recognizes the fact that the Corporation would not sign this Agreement without the inclusion of this covenant, and Employee confirms the sufficiency of the consideration received by him, in the form of employment by the Corporation, in accepting this covenant as a material term of the Agreement.

(d) The parties acknowledge and agree that no amount of money would adequately compensate the Corporation for damages which the parties acknowledge would be suffered as a result of the violation of the terms of this provision by Employee, and

they confirm that any such violation would result in irreparable injury to the Corporation because of the reduction in its income caused by the loss of or damage to the aforesaid relationships. It is agreed that the Corporation will be entitled to specific performance of this provision, and to injunctive relief, in view of the fact that the actual harm is not readily ascertainable or compensable by money damages.

(e) The period set forth in subparagraph (a) above will be tolled during any time in which Employee is in violation of the restrictive covenant contained in this Paragraph 12, and that period will begin to run again from the date Employee ceases such violation.

(f) This Paragraph 12 will survive the termination of this Agreement and the termination of Employee's employment with the Corporation.

(g) Notwithstanding anything contained in this Paragraph 12 to the contrary, Employee may be employed by University of Florida Tissue Bank, Inc. following any termination of his employment with RTI.

13. Remedies For Breach. It is understood and agreed by the parties that no amount of money would adequately compensate the Corporation for damages which the parties acknowledge would be suffered as a result of a violation by the Employee of the covenants contained in Paragraphs 11 and 12 above, and that, therefore, the Corporation shall be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of Paragraphs 11 and 12, which injunctive relief shall be in addition to any other rights or remedies available to the Corporation. If such a violation occurs, Employee shall be responsible for the payment of reasonable attorney's fees and other costs and expenses incurred by the Corporation in enforcing the covenants contained in Paragraphs 11 and 12 above, whether

incurred at the trial level or in any appellate proceeding. The provisions of this Paragraph 13 shall survive the termination of this Agreement.

14. Limitations on Authority. Without the express written consent of the Corporation's Board of Directors, Employee shall have no authority to do any of the following:

- (a) Pledge the credit of the Corporation or any of its other employees;
- (b) Bind the Corporation under any contract, agreement, note, mortgage or other obligation, except as provided in the Corporation's Standard Operating Procedures;
- (c) Release or discharge any debt due the Corporation unless the Corporation has received the full amount thereof; or
- (d) Sell, mortgage, transfer or otherwise dispose of any assets of the Corporation.

15. Severability. If any provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the other provisions hereof, and this Agreement shall be construed and enforced in all respects as if such invalid or unenforceable provision was omitted.

16. Attorney's Fees and Costs. Except as provided in Paragraph 13 above, in the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and other costs and expenses from the nonprevailing party, whether incurred at the trial level or in any appellate proceeding.

17. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any legal proceeding

or action at law arising out of or construing this Agreement shall lie in the state courts of Alachua County, Florida, or the United States District Court for the Northern District of Florida, Gainesville Division.

18. Completeness of Agreement. All understandings and agreements heretofore made between the parties hereto with respect to the subject matter of this Agreement are merged into this document which alone fully and completely expresses their agreement. No change or modification may be made to this Agreement except by instrument in writing duly executed by the parties hereto with the same formalities as this document.

19. Notices. Any and all notices or other communications provided for herein shall be given in writing and shall be hand delivered or sent by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

If to the Corporation:

Regeneration Technologies, Inc.
One Innovation Drive
Alachua, Florida 32615
Attn: President

If to Employee:

Kevin C. Carter
8502 NW 35 Road
Gainesville, Florida 32606

provided, however, that any party may, from time to time, give notice to the other party of some other address to which notices or other communications to such party shall be sent, in which event, notices or other communications to such party shall be sent to such address. Any notice or other communication shall be deemed to have been given and received hereunder as of the date

the same is actually hand delivered or, if mailed, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested.

20. Assignment. Neither party to this Agreement may assign its rights or obligations hereunder without the prior written consent of the other party.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and permitted assigns.

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

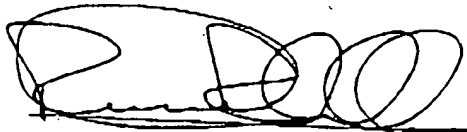
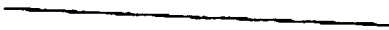
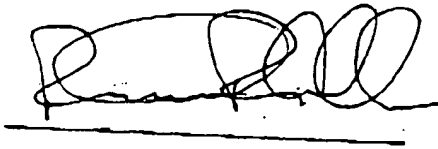
23. Captions. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any provisions of this Agreement or in any way affect this Agreement.

24. Employee Handbook. Employee agrees to follow and be bound by the guidelines contained in the Corporation's Employee Handbook, as same may be modified from time to time.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the
date and year set forth above.

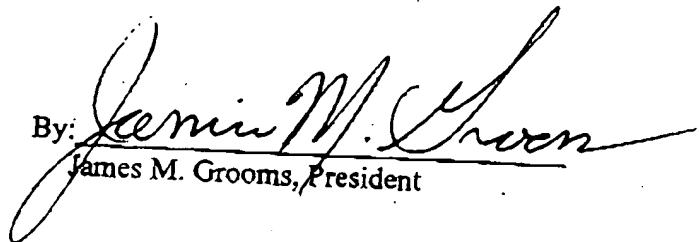
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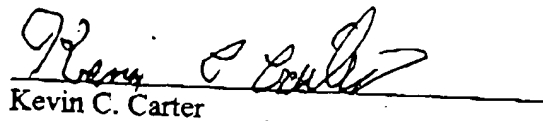
rti.contract.carter

"CORPORATION"

Regeneration Technologies, Inc.

By: 
James M. Grooms, President

"EMPLOYEE"


Kevin C. Carter